



NORTH TEXAS TOLLWAY AUTHORITY

DMT 479(3)

Non-Revenue TollTag License Agreement
for Governmental Use

Subject to the terms of this Agreement, the North Texas Tollway Authority (hereinafter referred to as the "NTTA" in this Agreement) grants this license to the **Texas Department of Transportation**, a political subdivision of the State of Texas (hereinafter referred to as "TxDOT" or "User" in this Agreement) for the use of Non-Revenue TollTag(s) ("Tag(s)") for use on the Dallas North Tollway System (the "System") and as otherwise agreed by the NTTA. The System includes the Dallas North Tollway, President George Bush Turnpike, Mountain Creek Lake Bridge and Addison Airport Toll Tunnel. Use of the Tag(s) means that TxDOT agree to comply with all terms of this Agreement as follows:

1. **Number of Tags.** TxDOT owns sixty-eight (68) Tags, which may be assigned to its marked vehicles in accordance with the provisions of this Agreement to access the System, which is owned, operated and controlled by the NTTA.
2. **Use of Tags.** Tags should be assigned to TxDOT vehicles that require frequent access, or have potential frequent access (emergency vehicles) to the System roadways, as it currently exists and may exist in the future. Tags may be used only in officially marked vehicles and each Tag must be displayed according to the NTTA's instructions. Tags may be used in any toll lanes open for Tag use. Tags should not be hand-held for purposes of accessing the System.
3. **Restricted Uses.** Tags may be used for official purposes only. Tags; covered under this Agreement, may not be assigned to personal vehicles, vehicles that do not meet criteria set forth in paragraphs 1 and 2 and, or used for any other use not specifically approved by the NTTA of which TxDOT has received notice.
4. **Reporting.** TxDOT will continue to maintain and provide to the NTTA a current inventory of all Tag numbers with vehicle information (make, year, color, license number, and internal unit number) to which the Tags are assigned. Tags must be designated for a specific vehicle and cannot be transferred without written notice to the NTTA. Should a Tag be reassigned, the vehicle information must be updated with the NTTA's Customer Service Center as soon as possible. The NTTA will conduct annual audits, and reserves the right to conduct additional audits, as it deems necessary, regarding the usage of the Tags.
5. **Lost, Stolen, Damaged or Defective Tag.** If an assigned Tag is lost or stolen, TxDOT must notify the NTTA immediately. The NTTA will deactivate the Tag which will remove it from its non-revenue status and may result in the registered owner of the vehicle (TxDOT) receiving invoices for the nonpayment of tolls. In order to replace any lost, stolen, damaged or defective tag, the NTTA will require a \$25.00 replacement fee from TxDOT to reimburse the NTTA for its replacement costs. If a Tag is defective for

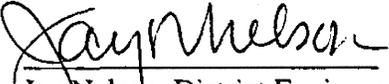
reasons other than abuse or improper use, and is returned to NTTA, no fee will be assessed.

6. **Termination.** In the event that the NTTA determines that there has been an abuse or unauthorized use of a Tag, the NTTA may deactivate the Tag and require the immediate surrender of the Tag. Repeated and/or willful violations of this Agreement may result in all assigned tags being recalled by the NTTA. The NTTA reserves the right to deactivate or recall any or all Tags without cause as it determines is necessary for operational purposes.

7. **Inquiries.** If there are questions about the Tags, TxDOT may contact the NTTA Customer Service Center at 5900 W. Plano Parkway, Suite 200, Plano, TX 75093; or at (214) 461-2004.

8. **No Assignment.** This Agreement binds and benefits both entities (the NTTA and TxDOT). Rights and obligations cannot be assigned under this Agreement.

Please indicate acceptance of these terms by signing below.


Jay Nelson, District Engineer
Dallas District

8/25/03

Texas Department of Transportation